

REMARKS

Claims 1-5, 7-29 and 31-48 are pending where claims 6 and 30 are canceled herein. In the Office Action, claims 1-13, 16-23, 25-32, 41, 42, and 44-48 were rejected under 35 U.S.C. §102(e) as being anticipated by Demoff (US Pat. No. 6,456,984 B1), claims 14, 15, 33, 34 and 43 were rejected under 35 U.S.C. §103(a) as being unpatentable over Demoff, and claims 24, 39, 40, 45 and 46 were rejected under 35 U.S.C. §103(a) as being unpatentable over Demoff in view of Cohen (US Pat. No. 6,505,171 B1).

Applicant respectfully traverses the §102(e) rejection of claims 6 and 30 as being anticipated by Demoff.

As described in Demoff (abstract, col. 3, lines 37-52), the “credit transaction numbers” are randomly generated, temporary numbers that take the place of permanently assigned numbers in connection with credit cards and are continually recycled for subsequent requests irrespective of customer identity.

In contrast, original claim 6 clearly recites that the “valid charge numbers” are received from an issuing bank and stored. An issuing bank, may, for example, sponsor credit cards authorized by credit associations, such as VISA® or MasterCard® or the like. Demoff does not show or describe a method in which valid charge numbers are received from an issuing bank and which numbers are provided in response to a request.

Claim 6 is canceled and the substance of claim 6 is incorporated into claim 1, so that claim 1 is allowable over Demoff. Claims 2-5 and 7-25 are allowable as depending upon an allowable base claim.

Claim 30 is allowable over Demoff for similar reasons as claim 6 in that Demoff does not show a charge number issuing system including a storage device that stores a plurality of valid charge numbers issued by an issuing bank. Claim 30 is canceled and its substance is incorporated into claim 26, so that claim 26 is allowable over Demoff. Claims 27-29 and 31-41 are allowable as depending upon an allowable base claim.

Claim 42 is amended to recite a storage device that stores a plurality of valid charge numbers issued by an issuing bank, and thus is allowable over Demoff for similar reasons recited above for claim 6. Claims 43-48 are allowable as depending upon an allowable base claim.

Applicant respectfully traverses the §102(e) rejection of claim 13 as being anticipated by Demoff. Demoff does not show or describe pre-certifying, by an issuing bank, an issuing system as processor for valid charge numbers.

Applicant respectfully traverses the §102(e) rejection of claims 21 and 22 as being anticipated by Demoff. Demoff does not show or describe sending, by an issuing system, a plurality of settled purchase transactions to a sponsoring bank via an ACH batch transfer as recited in claim 21, or settling, by a sponsoring bank, the purchase transactions as recited in claim 22.

Applicant respectfully traverses the §102(e) rejection of claims 23, 38, 45 and 46 as being anticipated by Demoff.

Demoff does not show establishing an email account as recited in claim 23. Demoff's figures 4-6 are relied upon for this rejection, which only show web pages and not an email account or establishment thereof. Demoff likewise does not show an

electronic mail system coupled to a transaction and storage system of the charge number issuing system that enables email communication between the user and the online merchant as recited in claim 38. Demoff likewise does not show an electronic mail system, coupled to the transaction system and the storage device of the charge number issuing and processing system, that enables email communication with online merchants that conduct online purchase transactions via the electronic communications network as recited in claim 45, or an email processor that generates email addresses or an email database as recited in claim 46. Demoff simply does not address establishment or use of email accounts as recited in the claims.

As described in the application as filed (page 22, line 12 to page 23, line 2), in particular embodiments, an email service is established by the issuing system for enabling subsequent communication between the purchaser and the online merchant. This would not necessarily be the normal or primary email account of the purchaser, but a separate email account associated with the issuing system and/or transactions conducted in association therewith. As described, the email address is associated with the issuing system email account for the user. Such has several advantages, including enabling communication from the merchant “while maintaining confidentiality of the user/purchaser.” A separate email account may be set up for each transaction or for each merchant, where the user/purchaser remains anonymous to the merchant. The combination of such an email system with an issuing system as claimed is unique.

Applicant respectfully requests withdrawal of the §102(e) rejections of claims 1-13, 16-23, 25-32, 41, 42, and 44-48 as being anticipated by Demoff.

Applicant respectfully traverses the §103(a) rejection of claims 14, 15, 33, 34 and 43 as being unpatentable over Demoff.

It was stated that Demoff did not disclose a prepaid cash account. The Examiner stated an Official Notice that a prepaid cash account is a charge account is “well known and old in the art”, and then stated that “it would have been obvious for one of ordinary skill in the art to use a prepaid cash account interchangeably with a charge account because when a charge account has a position balance, it becomes a prepaid account.

The Examiner’s position is unclear. It appears that the Examiner is equating a charge account with a “credit” account and that a credit account is the same as a prepaid cash account when there is a “position” balance. Did the Examiner mean a positive balance? E.g., overpayment of a credit card account? Such position is unsubstantiated. Persons skilled in the art understand that a prepaid cash account is not the same as a credit account and that a credit account does not become a prepaid cash account based on balance. Credit and/or charge accounts are established by credit agreement and the process of issuing credit under specified terms and not by prepayment of cash.

In any event, Demoff does not show or describe establishing a prepaid cash account, providing a charge number via an electronic communications network in response to a request by a user, and authorizing a purchase transaction if a *cash balance* of the prepaid cash account is sufficient for a purchase amount as recited in claim 14. Demoff is particularly directed to *issuing credit* as payment in a consumer transaction (see Abstract) and employs a processing subsystem 28 that accesses a database 32 to determine *credit status* of the requesting customer before providing authorization (col. 3, lines 43-50). There is no suggestion whatsoever in Demoff for providing valid charge

numbers via an electronic communications network in combination with the use of prepaid cash accounts to authorize purchase requests, so that claim 14 is allowable over Demoff. Claim 15 is allowable as depending upon claim 14. Apparatus claims 33, 34 and 43 are allowable for similar reasons. Applicant respectfully requests withdrawal of the §103(a) rejection of claims 14, 15, 33, 34 and 43 as being unpatentable over Demoff.

Applicant respectfully traverses the §103(a) rejection of claims 24, 39, 40, 45 and 46 as being unpatentable over Demoff in view of Cohen.

Cohen does not overcome the deficiencies of Demoff with respect to the independent claims 1, 26 and 42, so that these claims are also allowable as depending upon allowable base claims. Further, Cohen does not show establishment of an email account or an email system or an email processor or email database as separately recited in the claims 23, 38, 45 and 46. Cohen simply notes in col. 10, line 7, that the consumer may be requested to provide an email address during establishment of an account; such email address would be a pre-existing address previously and independently obtained by the consumer. Claim 24 is allowable as depending upon claim 23. But further, neither Demoff nor Cohen show generating an email address linked to a prepaid cash account associated with the user by the issuing system, or providing, *by the issuing system*, the email address to the online merchant *during a purchase transaction*, as recited in claim 24. Claim 39 is allowable as depending upon claim 38. But further, neither Demoff nor Cohen show or describe an email processor that *generates* an email address and that *provides* the email address to the online merchant as recited in claim 39. Claim 40 is allowable as depending upon claims 38 and 39. But further, neither Demoff nor Cohen

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show or describe an email database that stores *generated* email addresses as recited in claim 39.

Applicant respectfully requests withdrawal of the rejection of claims 24, 39, 40, 45 and 46 as being unpatentable over Demoff in view of Cohen.

CONCLUSION

Applicant respectfully submits that for the reasons recited above and for various other reasons, the rejections have been overcome and should be withdrawn. Applicant respectfully submits therefore that the present application is in a condition for allowance and reconsideration is respectfully requested. Should this response be considered inadequate or non-responsive for any reason, or should the Examiner have any questions, comments or suggestions that would expedite the prosecution of the present case to allowance, Applicants' undersigned representative earnestly requests a telephone conference at (512) 474-7678.

Respectfully submitted,

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